1877

(S.R)

File No. 9. Rs. 1-5-4 to.

Manufacture and sale of arrack in certain Divisions.

Indexed.

will be no actual loss in accepting the leader recommended by the Com[mi]ss[ione]rs —

79/1/78

I would circumvent, but as the intervening point to the Ch. Comm[issione]r it was decided that the distillers should raise the guaranteed quantity annual interest. —

I would also limit to 3 years, the period to which Bonds as above would close with same period. —

21.1.78

Ch. Comm[issione]r

1878. C.4846.

From The Commissioners of Customs Dublin

To

Secretary to Chief Commissioner, Central Department.

Dated 18th January 1878

Despatched 18

Received 18

ENCLOSURES NO. 2.

General No. 8446 1878.

No. 1846

Submitting Tenders for the exclusive privilege of supplying & selling Spirit in the Queen's Warehouses —

To Duffus at once

Mr Robbins
19-1-78

21/1/78

The Abbeyfeale case was sent to Chief Com[missione]r on 18 Instt. The present tender is for 3 cases or nearly a case less than what might have been expected —

But 3 cases represent the consumption of abt 78000 gs in Manufacture from Nantt and abt 45000 gallons in the 3 Dr[awbac]k cases & more to consume the revenue thereon will be increased proportionately under clause 2 & VI conditions, so the

P. 214

To

Chief Commissioner's Office
Dated 18th January 1878

The Secretary to the
Chief Commissioner
of Mysore.

Sir,

With reference to the Chief Commissioner's Notification No. 142 dated 21st August 1877 inviting tenders for the exclusive privilege of manufacturing and selling arrack in Bangalore and the 3 Districts of Bangalore, Kolar and Tumkur, from 1st April 1878 to 31st March 1880, I have the honor to report that I have received two tenders duly viz: one from the present Distillers at Bangalore jointly, and the other from Messrs Harvey and Dalrymple of Bellary, the terms of which are stated in a telegram received on the 15th Instant. I enclose the letter dated 15th January 1878 from Messrs Corbett &c., and the Telegram in which these Tenders are submitted.

2. The tender of Messrs Corbett and others guarantee a minimum of 3 lacs per annum under certain provisos which I shall refer to further on.

Still

reduced, rate of assessment etc.

3. Messrs. Corbett & Co's tender is however accompanied by two conditions viz: (1) that the wholesale and retail selling rates for the issue and sale of arrack 20 u.p. should be raised by Government from Rs. 4-8 and Rs. 4-12 per gallon, respectively to Rs. 4-11 and Rs. 5 4 ..... and (2) that the period of the contract shall be extended from 2 to 3 years.

4. With regard to the first condition it is represented that the cost of transport etc. will amount to Rupees 1-8 per gallon. Adding to this, the Still-Head duty, and Excise Commissioner's profit of Rupees 3-3 the total cost of arrack to the retailers is taken at Rs. 4-8 leaving thus a profit of 3 annas per gallon, if the wholesale rate is fixed as they propose at Rs. 4-11 per gallon, and to the retail vendors, a profit of 9 annas per gallon with cost of transit on the proposed retail rate. This refers to the sales in Colombo itself. In respect to the sales in the Districts, the applicants ask that the rate for wholesale must be raised from Rs. 3-2 as Rs. 3-8, respectively to Rs. 3-10 and Rs. 4-4 per gallon. Looking to the greatly increased price of sugar, with these rates

1878. No. 1

From The Commissioner 66.
Nuwara Eliya

To

Secretary to Chief Commissioner,
General Department.

Dated 23rd January 1878

Despatched

Received 23 — — —

Rego 230.

Enclosures No. 2

General No. 214 / 1877–78.
No.

Encloses a letter from the Distillers of Kandy proposing certain modifications in their tender for the manufacture & sale of Toddy

To D Wijetunge at once
23-1-78
4-15 p.m.

This matter up with the Agent of Revenue Kandy &c., and obtain an increase of at least 15,000 Rs. the second year and of 20,000 Rs. more in the 3rd year, or a total of Rs. 35,000, and to come to some definite arrangement with them. Let him understand clearly that whether they agree to a revision of rates or not the present rates will be enforced for the next year, as I am unable to sanction any longer delay.

23.1.78

I am unable to sanction the present tenders as I have determined not to disturb the contractors more than 3 years with reference to the wishes of Chiefs in the Kandyan Provinces. My orders were issued to this effect from time to time & it would be unfair to the contractors who have taken leases for 3 years to alter the conditions of their leases in the middle of the term.

Col. Clarke should not enter into any such arrangement with the Distillers when the Distillers were told that no such alteration would be made. I think the Agent should be directed to enforce the

of the 18th inst
enclosed in mine
Distillers as a
modification
[illegible]
letter of the 4th
not be extended
in the objection
assumed to be
2. [illegible]
also in mine
yesterday from
Messrs. Harvey
of Kelso, say
their premises

[illegible] No. 214
[illegible], I have the honour to
[illegible], for the Chief Commis-
sion a letter from the
Galore proposing certain
[illegible] to the Manu-
[illegible] Sweden, and to ob-
[illegible] about [illegible]
state the contract could
[illegible] terms [illegible]
[illegible] under the terms now offered
[illegible] opportunity to forward
a letter received since
the Navigation Agent at
and Sabaditsky Moodelia
containing the terms of
tender.

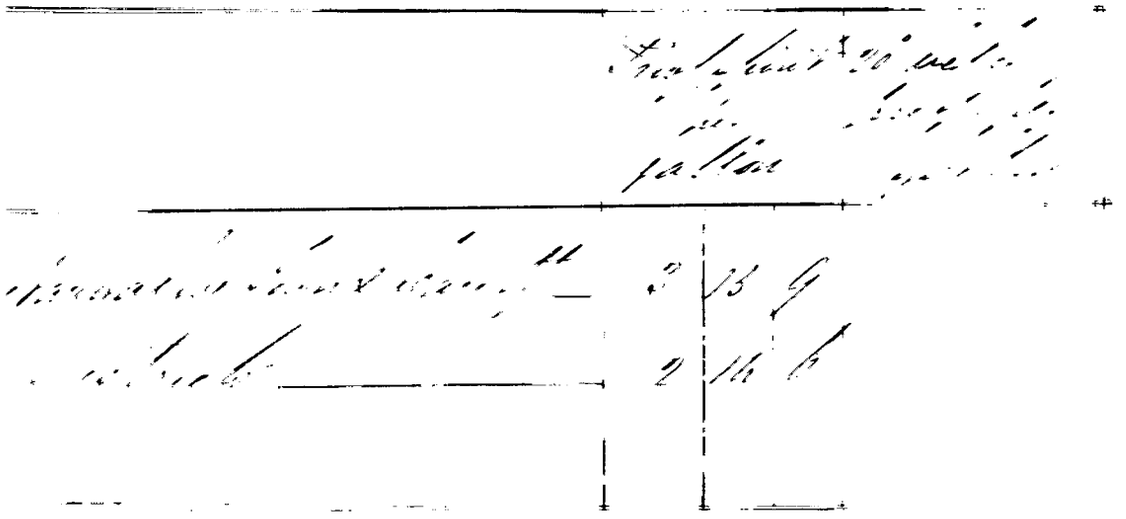
I have the honour to be
Sir,
[illegible] obedt. Servant

Henry Allen

Off. in Commissioner.

Agreement between the Commissio-
-n of the Sundyadroog division for
the lease being on the one part and
Messrs. J. Langley and Rai Bahadur
Y. Ella Subbaya Shetty on the other
for the Mahsury contract of the
Sundyadroog division for three years.

We Joseph Langley and Rai
Bahadur Ella Subbaya Shetty,
being appointed by Colonel L. L.
Lease Commissioner of the Sundy-
-adroog Division Chief Commissioner's
Order No. $\frac{1076}{422}$ of the 11th of March
1870 possessive of the exclusive privilege
of manufacturing and vending
arrack within the limits of the
Town and Cantonment of Bangalore
and of the three districts Bangalore
Kolar and Tumkur of the Sundy-
-adroog division from the 1st of April
1870 to the 31st of March 1873 both in



shall be paid on all arrears out-
-standing on that date such arrears
shall if remaining unpaid after
the lapse of the month in which they
are due be recoverable by attach-
-ment and sale of our property as
provided by the rules in force for
the recovery of arrears of land re-
-venue.

4. We hereby engage to
secure to the Bangalore Government
the payment of a minimum sum
of Rs. 3,00,000 (three lacs) only for
each of the official years 1878/79
and 1879/80 and of Rs. 2,20,000 (two
lacs and twenty thousand Rupees)
only for the official year 1880/81. The
above mentioned sums to be exclu-
-sive of the cost of Establishment
and Police guards towards which
we agree to pay Rupees 275- only
monthly on the 1st of each month.

5. We bind ourselves to pay into
the Bangalore District Treasury
on the 25 of each month commencing

on the 25th June 1870 for £25,000 only in
adjustment of the minimum guar-
antee - All adjustments and pay-
ments on account of excesses to
be made quarterly by deposit in the
Treasury subject to final adjust-
ment on excess or deficit rates at
the close of the fiscal year. In the
event of any dispute of payments
our license will be cancelled and
all moneys paid thereon shall be
forfeited and if necessary suit brought
and sale of our property under the
direction of the Treasury for
amount of such moneys.

6. It is mutually agreed that
neither the execution of this and
the exhibition thereunder nor
anything in this license or any act
done pursuant thereto shall
be deemed to be a recognition
right or claim of right by
Canada to the Klondike or
Yukon territory or to any
part thereof.

The Distillery and Depôts shall be open at all times for inspection by the Commissioner or Deputy Commissioner or any Subordinate Official deputed for that purpose So much shall be taken out of the Distillery until it has been gauged and tested by the Officials appointed for that purpose. We hold ourselves further liable to pay Government a monthly rent of 6 per cent on the amount paid by Government as compensation to the former Distillers for their buildings.

7. The following rules regarding the issue of spirits shall be observed by us.

(A) No spirit shall ordinarily be issued at a strength above 20° under proof, but should we desire to issue at a higher strength than the above, the spirits so issued shall not be at a greater strength than proof.

(B.) All liquor issued at a strength

and received into the Distillery, and in
each Depot and shall produce them
whenever required to do so for inspec-
tion by the Commissioner or Deputy
Commissioner or any subordinate
Official deputed for that purpose.
10. We bind ourselves to have at all
times a months supply of arrack
in store at the Distillery.
11. We engage to establish authorised
depôts in all such places as may
be fixed or approved of by the
Commissioner or the Deputy Com-
missioner and to pay a license fee
of (Rs 2/) two per annum for each
such depot.
12. All petty vendors will be re-
quired to enter into engagements
with us to continue to sell arrack
at the regulated prices and at
the strength noted in Para 7 and
to procure their liquor from such
wholesale depôts as may be fixed
by us. They will also be required to
permit us or our Agents free access to

shops in the Mangalore Town and Cantonment

15. We bind ourselves to pay the existing rate of License Fees for the said shops within the limits of Mangalore Town and Cantonment Municipalities and in the three districts of Mangalore Kolar and Tumkur also to pay a license fee of Rs. 15/- fifteen only monthly for each shop on account of retail sales in the District Head Quarters of Kolar and Tumkur. We further bind ourselves to pay the amount of the said License Fees into the District Treasuries and President of the Municipal Board Mangalore Town and Cantonment on the 15th of each month commencing from April 187

16. No grain, goods, jewels, wearing apparel or other property shall be received in barter or pawn for arrack and we bind ourselves not to sell arrack by retail either in the Distillery or wholesale Depôts.

17. No liquor shall be knowingly

employment such engagements as are compatible with the above conditions and such engagements shall be deposited with the Commissioner within one month from the 1st April 1878. Moreover we will use our best endeavours to secure on the part of all persons employed by us in the manufacture carriage and sale of arms a strict adherence to the provisions of the engagements entered into by us, and of the law, and if it comes to our knowledge that a breach of these provisions has been committed, we will bring the circumstances to the notice of the Deputy Commissioner of the District in order that the penalties prescribed for the offence may be enforced, and further dismiss the offender from our service.

20. We bind ourselves to conform to any additional rules which may be prescribed from time to time by the Chief Commissioner not inconsistent with the tenor of the Notification of the 21st August 1877 and shall pause

year 1878-79. The rates or other ... strength of liquor varying proportionately as above.

C. The above wholesale and retail rates for Bangalore Town and Cantonment Municipalities and the districts to be subject to revision and alteration after the close of the first year viz 1878-79 and annually thereafter during the period of this contract with special reference to the ruling price of Jaggery.

22. If any wilful breach of these conditions is committed by us or with our connivance and privity by any of the men employed by us in the manufacture carriage or sale of Arrack, the Commissioner shall have power with the sanction of the Chief Commissioner to declare the deposit forfeited and to cancel our license and either to resell the

1878

From Re Commissioner

To Secretary to Chief Commissioner, General Department.

Dated 30th January 1878.

Despatched

Received 30 JAN 1878

ENCLOSURES NO 1

General No. 178 } 1877—78.
No.

Submits a further letter from Messrs Corbett & Co requesting the terms on which they are willing to take up the Breach Contract.

To Director. direct as forwarded being brought up

30-1-78.

Submit this in order — without reference as it will take some time before the Revd Deptt could thereon. — I think this Firm's tender may be accepted subject to the other conditions specified in the Notice not specifically altered to.

---

orders have been issued
Cond. & the Firm

30/1/78

I concur, as adv. in all Engr. Circles remarks.—

Dy Ch. Comr 30.1.78

Approved. a reply to be communicated to Messrs Corbett & Co accepting the tender on the terms specified & subject to the other conditions therein stated but not being finally advised to

30-1-78

Lundreds Division
Penrhyndeudraeth
23rd January 1878

No. 9

To
The Secretary to the
Chief Commissioner
of Woods.

Sir,

With reference to the Chief Commissioner's Proceedings No. 298 dated the 25th instant, on the subject of the lease of the various Contract of the 3 Districts comprised in this Division I have the honor to forward for submission to the Chief Commissioner, a further letter of this date from Messrs Corbett and others inviting the present holder, Bidders, signifying the terms on which they are willing to take up the Contract.

2. It will be observed that they have acquiesced generally in the conditions prescribed by the Chief Commissioner viz: that the Contract be for 3 years instead of 5 years as previously solicited, and that the reduced rent and petit rates proposed in their original tender of the 15th instant and accepted by the Chief Commissioner, shall be subject

Woodlands Cemetery Co. the Lt. Province

Have the honour to

be

Sir

Your most obedient

Servt

Secretary

1878. 05306
186

From The Commissioner of Land Revenue &c

To

Secretary to Chief Commissioner,
General Department.

Dated 15th October 1878

Despatched

Received 20 Oct

ENCLOSURES NO

General No. } 187 —78
No.

Report that the Contractors have duly entered upon the 1st year as a guarantee for the 1st 2nd years of the Annual & Contract & requested the attachment on the vessel

To Director Acting with application

Submitted for sanction

Rules

Pay a ref be sent to his Asst. Surv. Mangalore original letter & Sketch entered, & concluded that the 1/4 was of the annual amt

yes. Above

Intimated the 25.2.78.

Contractors Manager

26.2 Asst. Surv. Mangalore

No. 2147 (B)

Nundydroog Division
Commissioners Office
Dated 18th February 1[illegible]

To

The Secretary to the
Chief Commissioner
of Mysore

Sir,

With reference to the Chief Commissioner's Proceedings No. [illegible] of the 31st January last, I have the honor to report for the information of the Commissioner that the manamahy rights within the Division have been settled and entered in the accounts which will be submitted to the Commissioner's Nundydroog Division Rupees 30,000 equal to one fourth of the amount specified as the yearly Rent for the 1st and 2nd years of the Contract for the privilege of manufacturing and selling Arrack in the Division.

2. I have accepted this amount provisionally and subject to your confirmation as the Rent to be paid by the Contractor

01

1878.

From The Chief Commissioner
To the Secretary Public Works Division

Secretary to Chief Commissioner,
General Department.

Dated
Despatched
Received

ENCLOSURES NO.

General No. 191 of 187
L. No.

Forwarding Representation from the Abkarry Contractors to the Division; and requesting action to the contract entered into in the names of Messrs. C. Mullaya Chetty & J. Morgan

Section
No
Ellora
Serial
8-3-78

It is evident that all the distillers originally combined together to avoid others bidding, and having succeeded in obtaining the contract in their names now put forward Mullaya Chetty and W Morgan (who did not tender with the others) as the real Contractors, having as between themselves arranged for a consortium

No. R. 271.

Vundydroog Division
Commissioner's Office
Bangalore 7th March 1878.

To

The Secretary to the
Chief Commissioner of
Mysore.

Sir,

I have the honor to enclose a representation, received on the 5th Instant from the Abstract Contractors of the Vundydroog Division, and after it came to hand, I agreed at their request to see them all at the Cutcherry the same afternoon - they then personally, ratified the request contained in the letter.

2. There is no time now for the issue of a fresh Notification and the acceptance and consideration of new tenders, and after giving all due consideration to the matter, I am disposed to believe that Government is in a far better position with Mullapah Chetty

and

for orders — Cott 5/5 —

Other papers.

A Copy sent to Mr Mackay
for Comm a 2 or 3 days
as directed below

1878. 0.778.v

From The Commissioner
Nundydroog Division

To

Secretary to Chief Commissioner,
General Department.

Dated 22nd May.

Despatched

Received 23 May

Reply 24

ENCLOSURES NO.

General No. 14 } 1878—79.
No.

I have the honor to
submit for the infor-
mation of the Chief
Commissioner a copy
of the Abkarry Agree-
ment executed by
Messrs Mergler and
Rao Bahadur Yelli
Mudlapah Chetty.

I have the honor to be
Sir
Your most obedient
humble Servant

Commissioner

Sub with marginal
note